### U.S. Department of Justice Washington, DC 20530

# Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement

and for EACH additional foreign principal acquired subsequently.					
Name and address of registrant Cassidy & Associates, Inc. 700 13th Street, N.W., Suite 400 Washington, DC 20005		2. Registration No. 5643			
3. Name of foreign principal Kurdistan Regional Government	4. Principal address of foreign principal 1634 Eye Street, N.W., Suite 210 Washington, D.C. 20006				
5. Indicate whether your foreign principal is one of the following:		<u> </u>			
Foreign government		2009 MAY 22 PM 1: 30 CRM/ISS/REGISTRATION UNIT			
Foreign political party		AY 22			
Foreign or domestic organization: If either, check one	e of the following:	TST T			
Partnership	Committee	PH PRAT			
☐ Corporation ☐	Voluntary group	NO NOI.			
☐ Association ☐	Other (specify):				
☐ Individual-State nationality	·				
6. If the foreign principal is a foreign government, state:					
<ul> <li>a) Branch or agency represented by the registrant Kurdistan Regional Government</li> </ul>					
b) Name and title of official with whom registrant deals Qubad Talabani, Representative to the United States					
7. If the foreign principal is a foreign political party, state:					
a) Principal address		•			
b) Name and title of official with whom registrant deals					
c) Principal aim					
Form	arly CDM-157	FORM NSD-3			

8. If the foreign princ	cipal is not a foreign governi	ment or a foreign po	litical party,							
a) State the	nature of the business or act	ivity of this foreign	principal.					٠		
						,				
		•		•						
b) Is this for	reign principal									
		eign political party.	or other foreig	n principal			Yes		No	
Supervised by a foreign government, foreign political party, or other foreign principal  Owned by a foreign government, foreign political party, or other foreign principal							Yes	П	No	П
Directed by a foreign government, foreign political party, or other foreign principal							Yes		No	
Controlled b	y a foreign government, fore	eign political party,	or other foreigr	n principal			Yes		No	
Financed by	a foreign government, foreig	gn political party, or	other foreign	principal			Yes		No	
Subsidized in	n part by a foreign governme	ent, foreign political	party, or other	foreign princi	pal		Yes		No	
	ems answered "Yes" in Item	0(1)					<del></del>			
9. Explain fully all it	enis answered Tes in item	8(0). (1) <i>addition</i>	ai space is nee	ueu, a jun mse	rı page mi	isi ve us	eu.j			
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10. If the foreign prin	ncipal is an organization and	is not owned or cor	ntrolled by a fo	reign governm	ent, foreigi	n politic	al part	y or ot	her for	eign
principal, state w	ho owns and controls it.									
				_						
Date of Exhibit A	Name and Title			Signatup	<del> </del>					<del></del>
•	Andrew J. Kameros									-
5/22/09	General Counsel									

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# U.S. Department of Justice Washington, DC 20530

# Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov/">http://www.fara.gov/</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

2. Registration No.
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ZM9 NAY 2
<u> </u>
roprioto Povos:
ropriate Boxes:
reign principal is a formal written contract. If this be is checked, attach
سگری است
the foreign principal. The agreement with the above-named foreign x is checked, attach a copy of all pertinent correspondence, including a ch correspondence.
foreign principal is the result of neither a formal written contract nor an ed, give a complete description below of the terms and conditions of the any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding. The agreement will be implemented through direct outreach to Members of Congress and their staff.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will engage in outreach to Members of Congress and their staff that have jurisdiction over foreign policy and defense issues for the purpose of promoting Congressional Delegations and other visits by U.S. Government officials to Kurdistan.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes 🗵 No 🗌

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will engage in efforts to increase the frequency of visits by Congressional Delegations to Kurdistan through direct communications with appropriate Members of Congress and their staffs.

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Date of Exhibit B

Name and Title

5/22/09

Andrew J. Kameros General Counsel Signature

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

#### SERVICE CONTRACT

(CASSIDY & ASSOCIATES, INC.
(KURDISTAN REGIONAL GOVERNMENT

CASSIDY & ASSOCIATES. INC., (hereinafter referred to as "CASSIDY"), with its principal place of business at 700 13th Street, NW, Suite 400, Washington, DC, 20005, does contract with the KURDISTAN REGIONAL GOVERNMENT (hereinafter referred to as "KRG""), whose United States office is 1634 Eye Street, N.W.. Suite 210, Washington, D.C. 20006, to provide consulting and promotional services for the period three (3) months, commencing June 1, 2009 and expiring on August 31, 2009, in consideration for the payment of Fifty-Thousand Dollars (\$50,000.00) in advance including all expenses with the exception of those incurred in connection with international travel.

Payment of Fifty Thousand Dollars (\$50,000.00) shall be made to CASSIDY upon execution of this Agreement prior to June 1, 2009.

A statement of expenses for international travel, transportation, lodging and meals shall be made to the KRG by CASSIDY at the end of each month for expenses incurred during the previous month. The statement shall be payable monthly. CASSIDY will not incur any expenses for international travel without prior approval by the KRG. Federally appropriated funds of the United States may not be used to pay for any services provided or expenses incurred under this contract.

In its capacity as a consultant, CASSIDY shall make its best effort to assist the KRG in pursuing its objectives as described more fully in the Scope of Work attached hereto as <u>Addendum</u>. CASSIDY, however, gives no assurances and makes no representations as to the particular results of its services, or the response and timeliness of actions taken by relevant government officials and their staffs, or by others.

It is understood that CASSIDY cannot undertake to verify all facts supplied to it by the KRG or related entities or all factual matters included in materials prepared or used by CASSIDY and approved by or related entities. The KRG agrees to indemnify and hold harmless CASSIDY from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that CASSIDY may incur (including its participation as a third party witness in litigation against the KRG or related entities) based upon information, representations, reports, data, or releases furnished or approved by the KRG or its specifically authorized representative for use or release (as approved in writing) by CASSIDY, whether or not CASSIDY prepared or participated in the preparation of such materials. This paragraph shall survive the expiration of this agreement and shall continue to bind both parties.

Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, independent consultant, or otherwise any of the other party's employees who have had direct or indirect involvement with the services provided without such other party's express written consent.

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Washington, DC. This Agreement is made under and shall be governed by the laws of the District of Columbia.

This Agreement contains the entire understanding between the parties. While CASSIDY has tendered this contract, it has done so as a matter of convenience to the parties, and it shall not be construed against either party, but shall be construed pursuant to the plain meaning on its terms. The terms of this contract may be changed only by written agreement signed by both parties.

In witness whereof the authorized representatives of the KRG and CASSIDY do hereby execute this contract.

CASSIDY & ASSOCIATES, INC.

Date: may 5 2009

Andrew J. Kameros

**General Counsel** 

KURDISTAN RÉGIONAL GOVERNMENT

Date: May 11, 2009

OUBAD. J. TOLABANY

Title: Representative to U.S

#### **ADDENDUM**

## CASSIDY & ASSOCIATES, INC.

# Scope of Work

Under the terms of this contract, CASSIDY shall engage in communications and outreach directed at Members of Congress and staff that have jurisdiction over foreign policy and defense for the purpose of promoting Congressional Delegation and other visits by U.S. Government officials to Kurdistan.

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